

Exhibit G

CNA Sony Computer Entertainment America
December 02, 2009

1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF TEXAS
3 TYLER DIVISION

4 MARVELL SEMICONDUCTOR,)
5 INC. MARVELL ASIA PTE,)
6 LTD., AND MARVELL INTL.,)
7 LTD.)
8 VS.) CASE NO. 6-07-CV-204-LED
9)
10 COMMONWEALTH SCIENTIFIC)
11 AND INDUSTRIAL RESEARCH)
12 ORGANISATION)

13 CERTIFICATE OF NON-APPEARANCE

14 SONY COMPUTER ENTERTAINMENT AMERICA, INC.

15 DECEMBER 2, 2009

16 ORIGINAL

CNA Sony Computer Entertainment America
December 02, 2009

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1 CERTIFICATE OF NONAPPEARANCE

2 FOR THE DEPOSITION OF

3 SONY COMPUTER ENTERTAINMENT AMERICA, INC.

4 MR. RAMBIN: This is Jeff Rambin. I'm
5 counsel for Commonwealth Scientific and Industrial
6 Research Organisation.

7 We're here this morning pursuant to a
8 deposition notice for 30(B) (6) representative of Sony
9 Computer Entertainment America, Inc.

10 The deposition was originally scheduled
11 to take place on November 30th, 2009, at 9:00 a.m. I
12 am attaching as Exhibit No. 1 to this deposition the
13 deposition notice, including all the exhibits thereto.

14 Pursuant to a telephone call and a letter
15 agreement with attorney for Sony Computer Entertainment
16 America, the deposition was rescheduled for today,
17 December 2nd, 2009.

18 We are here in our offices where the
19 deposition was noticed to take place. It is now 9:20 or
20 thereabouts and no one from Sony Computer Entertainment
21 America has appeared.

22 I will state for the record that I did
23 get a call from counsel for Sony Computer Entertainment
24 America, Inc., last night at around 6:00 o'clock Central
25 time, 4:00 o'clock Pacific time. I was on another

CNA Sony Computer Entertainment America
December 02, 2009

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1 conference call. I returned the call, left a message
2 with both my office number and the cell number, and I
3 have not heard anything back from counsel for Sony
4 Computer Entertainment America.

5 I attach as Exhibit No. 2 to this
6 deposition the November 24th, 2009, letter from Sony
7 Computer Entertainment America, Inc., acknowledging
8 receipt of the subpoena and documenting the extension
9 until December 2nd, 2009.

10 SUBSCRIBED AND SWORN TO UNDER MY HAND on
11 this the 2nd day of December, 2009.

12
13 
14 Tammy L. Goolsby, CSR, RPR
15 Texas CSR 3101
16 Expiration: 12/31/08
17 GRETCHEN SHORE COURT REPORTING
18 AND LITIGATION SUPPORT
19 FIRM REGISTRATION 90
20 P. O. BOX 1789
21 LONGVIEW, TEXAS 75606
22 (903) 758-2183
23
24
25

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

MARVELL SEMICONDUCTOR, INC.
MARVELL ASIA PTE., LTD., and MARVELL
INTL., LTD,

Plaintiffs and
Counterdefendants,

v.

COMMONWEALTH SCIENTIFIC AND
INDUSTRIAL RESEARCH ORGANISATION,

Defendant and
Counterclaimant.

Civil Action No. 6-07-CV-204 LED

Jury Trial Demanded

**COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH
ORGANISATION'S NOTICE OF INTENT TO DEPOSE A REPRESENTATIVE FOR
SONY COMPUTER ENTERTAINMENT AMERICA, INC. PURSUANT TO
FED. R. CIV. PRO. 30(B)(6)**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff Commonwealth Scientific and Industrial Research Organisation will take the deposition upon oral examination of Sony Computer Entertainment America, Inc., 919 E. Hillsdale Boulevard, Suite 200, Foster City, CA 94404-2176, commencing on Monday, November 30, 2009, at 9:00 a.m. Sony Computer Entertainment America, Inc. can be served through its registered agent for service of process Corporation Service Company d/b/a CSC – Lawyers Inco, 211 E. 7th Street, Suite 620, Austin, Texas 78701. The deposition will be conducted at the offices of Capshaw DeRieux LLP at 1127 Judson Road, Suite 200, Longview, Texas 75601, or other such place as agreed upon by the parties. Sony Computer Entertainment America, Inc. is directed to designate and produce one or more of its officers, directors, managing agents, or other designated persons to testify on its behalf as to the information known

or reasonably available to Sony Computer Entertainment America, Inc. concerning the matters set forth in ATTACHMENT A.

This is an independent Rule 30(b)(6) notice that does not supersede, modify, or affect in any manner other Rule 30(b)(6) notices that have been served during this litigation.

The deposition will be recorded stenographically before a notary Public or other officer authorized to administer oaths, and shall continue day-to-day, excluding weekends and holidays, until completed.

DATED: November 23, 2009

Respectfully submitted,

By: /s/ S. Calvin Capshaw
S. Calvin Capshaw
State Bar No. 03783900
ccapshaw@capshawlaw.com
Elizabeth L. DeRieux
State Bar No. 05770585
ederieux@capshawlaw.com
D. Jeffrey Rambin
State Bar No. 00791478
jrambin@capshawlaw.com
Capshaw DeRieux, L.L.P.
1127 Judson Road, Suite 220
Longview, Texas 75601
Telephone: (903) 236-9800
Facsimile: (903) 236-8787

Attorneys for Defendant,
COMMONWEALTH SCIENTIFIC AND
INDUSTRIAL RESEARCH ORGANISATION

CERTIFICATE OF SERVICE

I hereby certify that counsel of record who are deemed to have consented to electronic service are being served the 23rd day November, 2009, with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3), or to the extent not available in that manner, counsel of record will be served by electronic mail, facsimile transmission and/or first class mail on this same date.

/s/ S. Calvin Capshaw
S. Calvin Capshaw

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
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MARVELL SEMICONDUCTOR, INC.
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INDUSTRIAL RESEARCH ORGANISATION,

Defendant and
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Civil Action No. 6-07-CV-204 LED

Jury Trial Demanded

ATTACHMENT A

Definitions

The following terms and definitions shall apply to this Notice:

- 1) "And" as used herein shall mean and/or;
- 2) "Identification," "identify," or "identify," when used with reference to:
 - a. An individual person means to state his or her full name, present or last known employer, job title, present or last known residential address and telephone number, and present or last known business address and telephone number;
 - b. A business entity means to state the full name and address of the entity and the names and positions of the individual or individuals connected with such entity who have knowledge of the information requested; and
 - c. A document means to state the type of document (letter, report, fact sheet, etc.); its date, author(s) or originator(s), addressees; all individuals who received copies of the document; the identity of the persons known or presumed by you to have

present possession, custody, or control thereof; and a brief description of the subject matter and present location;

- 3) "Person" or "people" shall refer to any natural person, firm association, partnership, corporation, group, organization, or other form of legal business entity.
- 4) "You" or "your" means Sony Computer Entertainment America, Inc. and includes any officers, directors, partners, associates, employees, staff members, agents, representatives, attorneys, foreign or domestic subsidiaries, parents, affiliates, divisions, successors, predecessors, and any other related entities, and specifically includes all assets or companies that have been acquired by Defendant or with respect to which it has succeeded to rights and/or obligations.

Sony Computer Entertainment America, Inc. 30(b)(6) Deposition Topics

- I. The documents, records, reports, and things contained in ATTACHMENT B and videos contained in ATTACHMENT C, (collectively referred to as "Material at Issue") including:
 - A. The identification of the Material at Issue;
 - B. Confirmation or denial that the Material at Issue is or was publicly available on your website;
 - C. Confirmation or denial that Material at Issue was placed on the web by you;
 - D. Confirmation or denial that the originals of the Material at Issue are within your "possession, custody or control" under Fed.R.Civ.P. 26(a)(1)(A)(ii);
 - E. Confirmation or denial that the Material at Issue was *made* in the regular course of your business;
 - F. Confirmation or denial that the Material at Issue was *kept* in the regular course of your business;
 - G. Confirmation or denial that the Material at Issue was *made* at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - H. Confirmation or denial that the entries on or contained in the Material at Issue were made at or near the time of the act, event, statement, information, or transaction recorded or reflected in the Material at Issue;
 - I. Confirmation or denial that it was in the regular course of your business for a person with knowledge of the acts, events, statements, conditions, or opinions recorded or reflected in or on the Material at Issue to make or record or transmit the information to be included in the Material at Issue; and
 - J. Discussion, exploration, explanation, or investigation of the items above if the answers are anything other than a whole and unqualified confirmation, and to the extent that such answers are required, the documents, reports, videos, and other materials will be referred to separately as needed.

- II. Confirm the identity of the following corporate officers:
 - A. Howard Stringer;

- B. Ryoji Chubachi; and
- C. Kazuo Hirai.

III. Confirm statements attributed to you in the article(s) in ATTACHMENT D.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

MARVELL SEMICONDUCTOR, INC.
MARVELL ASIA PTE., LTD., and MARVELL
INTL., LTD,

Plaintiffs and
Counterdefendants,

v.

COMMONWEALTH SCIENTIFIC AND
INDUSTRIAL RESEARCH ORGANISATION,

Defendant and
Counterclaimant.

Civil Action No. 6-07-CV-204 LED

Jury Trial Demanded

ATTACHMENT B

See documents contained on CD which is attached.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

MARVELL SEMICONDUCTOR, INC.
MARVELL ASIA PTE., LTD., and MARVELL
INTL., LTD,

Plaintiffs and
Counterdefendants,

v.

COMMONWEALTH SCIENTIFIC AND
INDUSTRIAL RESEARCH ORGANISATION,

Defendant and
Counterclaimant.

Civil Action No. 6-07-CV-204 LED

Jury Trial Demanded

ATTACHMENT C

See video(s) contained on CD which is attached.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

MARVELL SEMICONDUCTOR, INC.
MARVELL ASIA PTE., LTD., and MARVELL
INTL., LTD,

Plaintiffs and
Counterdefendants,

v.

COMMONWEALTH SCIENTIFIC AND
INDUSTRIAL RESEARCH ORGANISATION,

Defendant and
Counterclaimant.

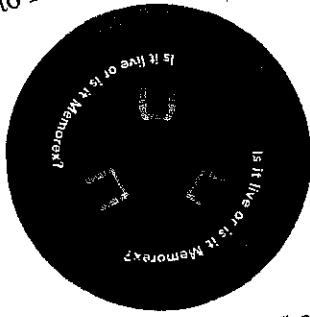
Civil Action No. 6-07-CV-204 LED

Jury Trial Demanded

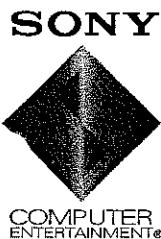
ATTACHMENT D

See article(s) contained on CD which is attached.

Commonwealth Scientific and Industrial Research
Organisation's Notice of Intent to Depose a Representative
Sony Computer Entertainment America, Inc.
Pursuant to Fed. R. Civ. P. 30(b)(6)



Attachments B, C and D
Marvell Semiconductor, Inc., et al v. CSIRO
Civil Action No. 6:07-cv-204 (LED)



Sony Computer Entertainment America Inc.
919 East Hillsdale Blvd.
Foster City, California 94404-2175
650 655 8000
650 655 8001 Fax

NOV 25 2009

VIA FEDEX

November 24, 2009

D. Jeffrey Rambin
Capshaw, DeRieux, L.L.P.
1127 Judson Road, Suite 220
Longview, TX 75061

Re: Marvel Semiconductor, Inc., et al v. Commonwealth Scientific and Industrial Research Organisation, Civil Action No. 6-07-CV-204 LED

Dear Mr. Rambin,

This letter confirms our telephone conversation earlier today, wherein you granted Sony Computer Entertainment America Inc. ("SCEA") an extension of time until December 2, 2009, to respond to the subpoena in the above-referenced action. Notwithstanding the extension of time, and as I mentioned during our telephone conversation, SCEA objects to the subpoena on the grounds that the amount of notice provided is unreasonable, especially in light of the intervening Thanksgiving holidays. Furthermore, as I also mentioned to you today, we have not yet received the CD attachments referred to in the subpoena, and SCEA reserves all further grounds for objection.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel J. Herp". The signature is written in a cursive style with a large, sweeping flourish at the end.

Daniel J. Herp
Sony Computer Entertainment America Inc.

EXHIBIT 2

From: Origin ID: BWCA (650) 655-5521
Julie Iverson
Sor Computer Entertainment
91 Hillsdale Blvd
Foster City, CA 94404



Ship Date: 24NOV09
ActWgt: 1.0 LB
CAD: 100072101/INET9090
Account#: S *****

Delivery Address Bar Code

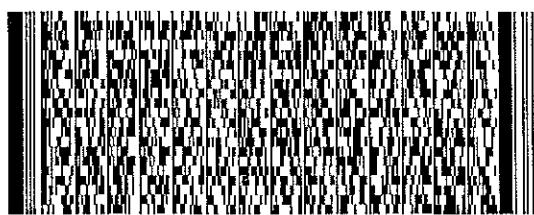


Ref #
Invoice #
PO #
Dept # 900

SHIP TO: (903) 236-9800 BILL SENDER

Capshaw DeRieux, L.L.P.
D.Jeffrey Rambin
1127 JUDSON RD STE 220

LONGVIEW, TX 75601



TRK# 7930 4876 3060 WED - 25NOV A2
0201 STANDARD OVERNIGHT

ASR

75601
TX-US
SHV

XX GGGA



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